

**AGREEMENT BETWEEN THE  
TOWN OF NORTHBOROUGH  
AND  
MASSACHUSETTES COALITION OF POLICE AFL-CIO  
LOCAL 165B**

**DISPATCHERS  
JULY 1, 2016 – JUNE 30, 2019**

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## **ARTICLE I**

This agreement incorporates the entire understanding of the parties on all issues, which were or could have been the subject of negotiations. Any matter not specifically covered by this agreement is not part of this agreement unless specific reference in this contract is made to a by-law or rules and regulations.

## **ARTICLE II - RECOGNITION AND UNION SECURITY**

- (A) In recognition of the fact that a majority of the employees in the town (fire & police dispatchers) have chosen the union, the MCOP, Local 165B, as their collective bargaining representative, the town hereby recognizes the union as the exclusive bargaining representative of all future dispatchers of the Northborough Police Department and the Northborough Police and Fire Departments in the rank of Clerk Dispatcher.
- (B) The town agrees to deduct one initiation fee and to deduct union dues once each pay period from the pay of each employee who executes or has executed an appropriate form of authorization of check off and to remit monthly the aggregate amount to the treasurer of the union along with a list of employees who have had said dues deducted. The authorization form attached hereto as Appendix A, and made a part hereof, is deemed by the parties to be an appropriate form.
- (C) The town shall require as a condition of employment during the life of this agreement, the payment, on or after the thirtieth day following the beginning of such employment of the effective date of the agreement, whichever is later, of a service fee to the union. The service fee shall be equal to the amount required to become a member and remain a member in good standing of the union.

Employees must satisfactorily and successfully complete their probationary period in order to be recognized as permanent employees of the town. In the event probationary employees do not satisfactorily and successfully complete their probationary period, such probationary employees shall have no redress and/or appeal of the termination of their probationary period under this Collective Bargaining Agreement.

- (D) By making written application to the union an employee may obtain a rebate of that part of his service fee, if any, that represents a pro rata share of the expenditures of the union of the purposes set forth in Chapter 150B, Section 12.
- (E) The town agrees that upon written authorization executed by such an employee it will deduct the agency service fee once each pay period from the pay of the employee, and will remit monthly the aggregate amount of such deductions to the treasurer of the union. Any such authorization for the deduction of any agency service fee may be withdrawn by the employee by giving not less than sixty (60) days written notices to the town and by filing a copy thereof with the union. The authorization form attached hereto as Appendix B and made a part hereof, is deemed by the parties to be an appropriate form.

### **ARTICLE III - PARTICIPATION IN UNION**

- (A) The town recognizes the right of any employee in the bargaining unit to become a member of the union and will not discourage, discriminate or in any way interfere with the right of any employee to become and remain a member of the union.
- (B) The town will not aid, promote, or recognize any other union or organization, which purport to engage in collective bargaining or make any agreement with any such union or organization for the purpose of undermining this union.
- (C) No elected or appointed official of the town shall participate in the management of the union or act as its representative if such activity would be incompatible with his official duties, other than a sworn police officer holding the rank of sergeant.

### **ARTICLE IV - RIGHTS OF MANAGEMENT**

- (A) It is agreed that management officials of the town shall at all times retain the right to direct employees, to hire, promote, transfer and to suspend, demote, discharge or take other disciplinary action against employees for any violation of the rules and regulations of the Northborough Police Department, to relieve employees from duty because of lack of work or for other legitimate reasons, to maintain the efficiency of the operations entrusted to them, to determine the methods, means and personnel by which such operations are to be made, to take whatever action may be necessary to carry out the mission of the police department. Nothing in the agreement shall in any way diminish or derogate from the powers, duties and responsibilities entrusted to the police chief as set forth in MGL Chapter 41, Section 97A.
- (B) Nothing in this agreement shall limit the town in the exercise of its function of management and in the direction and supervision of the town's business. This includes, but is not limited to the right to add or eliminate departments; require and assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline or discharge; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in law enforcement skills and physical fitness standards; except where any such rights are specifically modified or abridged by terms of this agreement.
- (C) It is understood and agreed by the parties hereto that the town does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives, that this contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract, that said responsibilities and obligations are specifically described or that they are not required to perform obligations not outlined in this contract and that the failure or omission of the parties to outline or delineate in this contract responsibilities and obligations of

employees is not to be relied upon by the latter as evidence of the fact that such obligations or responsibilities do not exist.

#### **ARTICLE V - SENIORITY**

- (A) There shall be established within the rank of dispatchers a seniority system based on the longest continuous full time employment in the department by member down to the least time of service. This system shall be used for the purpose of vacation leave and bidding of shifts.
- (B) Vacation leave granted under the terms and conditions of this section shall be limited in that no more than one dispatcher will be allowed vacation leave at the same time. \*\*At the Chief's discretion, more than one dispatcher may be granted a vacation day on the same date if it does not create a hardship on the department and its employees.
- (C) Shift selection granted under the terms and conditions of this section shall be in accordance with shifts established by the Chief of Police or his designee and once bid, shall remain in force and effect for a period of four (4) months. For the purpose of this section, shifts will be put up on bid by the Chief of Police or designee on the last Sunday in January to commence at midnight in the second Sunday in February – on the last Sunday in May, to commence at midnight on the second Sunday in June – on the last Sunday in September, to commence at midnight on the second Sunday in October.
- (D) All dispatchers shall be notified seventy-two hours prior to the start of the shift change what time to report to work on the day the shift changes. This notification may be in the form of a written or verbal communication to the dispatchers by the Chief of Police or his designee.
- (E) Nothing in this section shall in any way effect the Chief of Police's acknowledged authority to make such shift change as he deems necessary for the good of the department.

#### **ARTICLE VI - COMPENSATION AND FRINGE BENEFITS**

During the probationary period, dispatchers shall be entitled to use up to 16 hours of accrued vacation leave. Such leave requests must be approved by the Chief of Police or his designee prior to commencing leave.

All benefits presently enjoyed by the employees within the bargaining unit under the bylaws of the town pertaining to personnel, which are not inconsistent with any terms of the agreement and which are not otherwise changed by the agreement shall be continued.

## ARTICLE VII - COMPENSATION

- (A) Steps 1, 2, 3, 4, and 5 shall be granted at twelve-month intervals. Steps shall be granted based on satisfactory performance evaluations.

- (B) The compensation plan shall be as follows:

Effective 7/1/16: Base pay increase of 2%

Effective 7/1/17: Base pay increase of 2%

Effective 7/1/18: Base pay increase of 2%

	7/1/2016	7/1/2017	7/1/2018
Communications Supervisor	29.80	30.40	31.01
Dispatch-Step 1	20.50	20.91	21.33
Dispatch-Step 2	21.42	21.85	22.29
Dispatch-Step 3	22.89	23.35	23.82
Dispatch-Step 4	24.10	24.58	25.07
Dispatch-Step 5	25.43	25.94	26.46

- (C) Members of the dispatchers bargaining unit working the third shift will receive an additional .20 per hour shift differential. Dispatchers working the first shift will receive an additional .50 per hour shift differential. This differential will be paid only for the regular workweek and will not be paid when overtime payments are necessary to fill shifts.
- (D) PAY PERIOD: Local 165B will convert to the town's proposed two-week pay period effective June 30, 1993 or when the majority of the remaining municipal unions (excluding the school department employees) have agreed to the town's proposal, whichever comes later.
- (E) CLOTHING ALLOWANCE: The dispatchers will be required to wear a uniform and the Town will provide a clothing allowance of \$600.00 per year. Dispatchers may use the above-mentioned allowance to purchase the following items: Shirts, pants, sweaters, shoes and belt.
- (F) Any dispatcher who is assigned to train a new employee shall receive four (4) hours overtime per week (week defined as five (5) workdays) additional compensation while the training lasts, or prorated per day if training period lasts less than one week in duration.
- (G) SPECIALTY PAY: An employee assigned by the Chief to serve in the capacity of Assistant Computer Systems Manager shall receive a stipend equivalent to 2% of base pay added to base pay for the applicable period of time the employee is assigned to serve in this capacity.

Assignment to Assistant Computer Systems Manager shall include serving as Assistant LEAPS Representative, NIBRS Reporting Official and Report Maintenance Official, as well as any other related capacities.

(H) **EMERGENCY MEDICAL DISPATCH (EMD) STIPEND**

Effective July 1, 2013 the Town will provide a \$500 annual EMD stipend. The EMD stipend shall be paid in lump sum once a year after May 1<sup>st</sup>, and prior to June 30<sup>th</sup>, and shall be based upon satisfactory performance evaluations. Probationary employees are ineligible for the EMD Stipend.

Effective July 1, 2016 the Town will increase annual EMD stipend from \$500 to \$700;  
Effective July 1, 2017 the Town will increase annual EMD stipend from \$700 to \$850;  
Effective July 1, 2018 the Town will increase annual EMD stipend from \$850 to \$1,000.

**ARTICLE VIII - OVERTIME**

- (A) Overtime shall be divided as equally as efficient operations permit among employees.
- (B) When a dispatcher is out of work due to sickness or injury, bereavement leave or vacation leave and the Chief of Police does not assign anyone already scheduled to work that shift who is qualified to dispatch, then full time dispatchers will be notified to have first choice on those duties. When a shift opening is to be filled by a full time dispatcher, the officer in charge who has responsibility for filling the shift will make every effort to contact full time dispatchers according to seniority.
- (C) When a dispatching shift is open because of a full time dispatcher being discharged, resigning, leave of absence or being on compensatory time off, that opening shall be filled according to the discretion of the Chief of Police.
- (D) Overtime shall be paid at a rate of one and a half times the hourly rate pay for each individual dispatcher. This overtime rate shall be paid to those who work in excess of forty hours per week.
- (E) Whenever it becomes necessary for a dispatcher to work a shift or other assignment relative to their professional duties, when directly ordered to do so, by the Chief of Police or his designees, without the ability to refuse, that work assignment understood to be "forced".

When a forced in situation arises without twenty-four hours notice to the forced in dispatcher, (and the supervisor responsible for filling the shift had more than twenty-four hours notice that the shift needed to be filled); or occurs on the following holidays: Memorial Day, July 4<sup>th</sup>, Thanksgiving or Christmas, the dispatcher forced shall be compensated four hours of "forced in" compensatory time. The use of force in compensatory time may only be used conditional upon the vacancy created by the use of it not requiring replacement by another dispatcher.

- (F) When a dispatcher is out of work due to sickness or injury, bereavement leave or vacation leave, and the Chief of Police does not assign anyone already scheduled to work that shift who is qualified to dispatch, then full-time dispatchers will be notified to have first choice of those duties. When a shift opening is to be filled by a full-time dispatcher, the office-in-charge who has responsibility for filling the shift, shall notify all dispatchers according to seniority. If the dispatcher on top of the overtime list refuses the open shift, it shall be offered to the next dispatcher (and so on and so on). If all dispatchers have refused the open shift, the dispatcher on top of the list shall be ordered in to work the open shift. If that dispatcher cannot be contacted within one hour of the initial call, the dispatcher shall be charged with four (4) hours of compensatory time. If that dispatcher does not have any compensatory time left on the books, then the next overtime shift worked shall have the four (4) hours deducted. In the event that the dispatcher on top of the list does not return the call within one hour, the next dispatcher shall be ordered in.

#### **ARTICLE IX - CALL IN PAY**

Employees not on duty who are recalled to work after their regularly scheduled time or who are required to be present at the station during a time not during their regularly scheduled tour of duty, shall be paid a minimum of two hours at one and one half times their hourly rate of pay unless that rate is affected by satisfying the forty hour workweek.

In the event scheduled meetings are cancelled notice will be provided at least eight (8) hours in advance by a message left on the dispatcher's home telephone answering machine or by a telephone call attempt to leave a message at the dispatcher's home telephone. It shall be the responsibility of all dispatchers to contact the Police Department eight (8) hours in advance of a scheduled meeting to confirm the meeting has not been cancelled.

Should a scheduled meeting be cancelled without eight (8) hours prior notice then off duty personnel shall be compensated with two hours pay at the rate of time and one-half.

#### **ARTICLE X - HEALTH AND SAFETY**

(A) It shall be the policy of the town and the union to promote the health and safety of the employees covered by this agreement, by strict adherence to the rules for the prevention of accidents and/or occupational diseases.



## **ARTICLE XI - HEALTH AND WELFARE**

The town agrees to continue all present health and welfare benefits to the members of the union. Local members will agree to assume a percentage of the health plan costs on future increases (60% town, 40% local, with a one percent cap of the top dispatchers gross pay).

Union agrees to reopen negotiations during the duration of the contract at the Town's request to discuss health insurance including cost sharing of premiums and health insurance plans.

Effective July 1, 2016 through June 30, 2019, the Town will fully reimburse employees, without limitation, for all deductible payments made to health care plans for in-patient and out-patient hospital visits. This reimbursement shall be in effect only for the duration of the contract. At the end of the contract (June 30, 2019) continuation of these changes will be subject to negotiations for a new contract.

## **ARTICLE XII - COURT DUTY**

- (A) Any dispatcher who attends court in connection with his official duties, as a dispatcher before or after his regular shift or on a day off shall be paid a minimum of three hours pay for district court and a minimum of four hours pay in superior court. These minimum payments shall be paid at the rate of one and one half times the hourly rate of pay.
- (B) It shall be agreed that this court pay shall be paid to the individual dispatcher on a monthly basis.

## **ARTICLE XIII - VACATIONS**

- (A) Vacations will be granted in accordance with the existing and applicable by-laws of the Town. Vacation requests shall be granted so as not to impair the mission of the police department as determined by the Chief of Police. Employees unable to take their vacation time due to sickness or injury will be allowed to reschedule their vacation, but not to interfere with established schedules.
- (B) Vacations shall be provided as follows:
  - After completing one year continuous service: 2 weeks
  - After completing 5 years continuous service: 3 weeks
  - After completing 10 years continuous service: 4 weeks
  - After completing 15 years continuous service: one additional day per year
- (C) For the purpose of determining "vacation" leave, dispatchers may combine earned vacation days with accrued personal days to constitute leave periods. Dispatchers may also use accrued compensatory days in combination with "vacation" leave requests; however, when it is necessary to fill the vacancy created by the use of compensatory time, it will be conditional on the vacancy being filled by another dispatcher signing up to

work it. For the purpose of this contract, a vacation week shall be defined as the employee's five working days, excluding days off. This vacation time to coincide with the present 5-2, 5-3 work schedule.

- (D) It is further agreed that members of the bargaining unit may take single vacation days or combination thereof, with a 48-hour notice and with the approval of the Chief of Police or his designee. All dispatchers who request vacation or compensatory leave must have the approved leave request in hand before commencing leave.

#### **ARTICLE XIV - HOLIDAYS**

- (A) Employees in the bargaining unit shall be entitled to the following holidays:

New Years Day  
Martin Luther King Day  
Presidents Day  
Patriots Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

- (B) Holiday pay shall be computed at one fifth of employees, weekly salary and shall be paid in the pay period earned.
- (C) Employees who work on Christmas Day shall be paid at the rate of two and a one half times their regular base pay for that holiday.

#### **ARTICLE XV - SICK LEAVE**

- (A) Each employee shall earn and accrue fifteen sick days per year or one and one quarter day per month. Unused sick days per year may be accumulated from year to year to a maximum of 130 days. In cases of suspected abuse, the Chief of Police may require a doctor's certificate from the employee before he is entitled to sick leave benefits.
- (B) Any dispatcher who accumulated in excess of maximum sick leave in a given year will receive compensation of one day for every three days not used in the then current year, except at the discretion of the Chief of Police, no more than two days may be carried from year to year or into the next fiscal year. This compensation will be carried in the form of one day's pay or compensatory time off.

- (C) Each dispatcher may earn and accrue one personal day for each consecutive three-month period in which no sick leave time is used. Unused personal days may be accumulated from year to year to a maximum of three days.
- (D) Dispatchers shall have the option to receive compensation in lieu of a personal day at their prevailing rate at the time said personal day is earned.
- (E) The Chief of Police may exercise his discretion in selecting the manner in which vacancies created by the use of personal days shall be filled.
- (F) Illness to the immediate family (spouse, child) can be justification for using sick leave.

#### **ARTICLE XVI - COMPENSATORY TIME**

- (A) Employees shall not be required to take compensatory time off in lieu of overtime pay. However, if employees desire they may, upon 48 hours notice to the Chief be granted compensatory time off, such permission not unreasonably withheld.
- (B) The Chief may exercise his discretion in selecting the manner in which vacancies, created by the use of such compensatory time shall be filled.
- (C) When a dispatcher works an overtime shift and that shift to be filled is open due to a dispatcher taking compensatory time, the dispatcher working the shift may not take compensatory time. (It is agreed there will be a 40-hour cap of compensatory time to be on the books at one time. First year employee can accumulate up to 80 hours).
- (D) If a dispatcher works overtime hours (working as a telecommunicator in the police station) and chooses to be compensated in compensatory time, that request shall be granted unless the requested compensatory hours would put said dispatcher over the agreed upon cap.

#### **ARTICLE XVII - LONGEVITY**

- (A) The Town of Northborough agrees to compensate those dispatchers employed by the town, who are members of the bargaining unit for their years of service as follows:

05 years-09 years=	400.00
10 years-14 years=	475.00
15 years-19 years=	650.00
20 years-24 years=	725.00
25 years-30 years=	800.00
31 years or more=	950.00

Effective July 1, 2013 through June 30, 2016 longevity pay for employees with 31 years or more service shall be increased from \$800 to \$950. At the end of this contract (June 30, 2016), continuation of the \$950 for 31 years or more service shall be subject to negotiations for a subsequent contract.

Longevity pay shall be granted based on satisfactory performance evaluations. The current Departmental performance evaluation system will continue in use.

- (B) Longevity payments shall be made in lump sum once a year between November 15 and December 15 to all who qualify as of November 1.

#### **ARTICLE XVIII - BEREAVEMENT LEAVE**

- (A) An employee shall be allowed four working days off at his regular rate of pay due to death of a member of that employee's immediate family.

Immediate family, for the purpose of this contract, shall be defined as the employee's Mother, Father, Sister, Brother, Child, Spouse, Significant Other, Grandmother, Grandfather, Father-in-law, Mother-in law.

- (B) An employee shall be allowed one day off at his regular rate of pay for the death of a member of that employee's extended family. That day shall be the day of the funeral.

#### **ARTICLE XIX - GRIEVANCE PROCEDURE**

Definition: for the purpose of this agreement, a grievance will be defined as a dispute between members of the bargaining unit covered by this agreement or the union and the Town of Northborough over the interpretation, application or enforcement of an expressed written provision of this agreement, or alleged inequitable or discriminatory treatment of an employee under such provisions.

#### **GENERAL PROCEDURE**

- 1) A grievance shall be deemed waived unless it is submitted at the appropriate entry level within ten working days after the aggrieved party knew or should have known the event or condition on which it is based.
- 2) Failure at any step of this procedure to appeal the grievance to the next step within ten working days of the receipt of the written response shall be deemed to be termination of the grievance. Time limits may be extended by mutual agreement.
- 3) An individual may file a formal grievance only when that individual is directly involved in the action which is alleged to be in violation of the contract.

## **INFORMAL PROCEEDINGS**

The grievance shall first be reported verbally by the employee to his immediate supervisor and the Chief and an earnest attempt shall be made to adjust the grievance within five working days. If a verbal denial is made to the grievance, a formal procedure may be followed and must be submitted within ten days of the verbal denial.

## **FORMAL PROCEEDINGS**

Level One- Submission of a grievance indicating procedure to the Chief of Police shall be in writing, shall identify the aggrieved person, shall indicate the provision of this agreement involved in the grievance, the time and place where the alleged events or conditions constituting such events or conditions took place and a general statement of the grievance and redress sought with a copy to the town administrator. The Chief of Police shall respond to the grievance in writing within ten working days after receipt thereof with a copy to the town administrator.

Level Two- If not resolved, the grievance might be appealed to the Town Administrator within ten working days in the same form as submitted under level one. The Town Administrator shall respond in writing within twenty working days.

Level Three- If not resolved at Level Two, the grievance may be appealed to the Board of Selectmen with ten working days in the same form as submitted under level Two. The Board of Selectmen shall respond in writing within thirty working days.

Level Four- If not resolved at Level Three, the following procedure shall be followed: Grievance may be submitted to the American Arbitration Association. All costs for the American Arbitration Association shall be shared equally by both parties.

## **ARTICLE XIXA - JUST CAUSE AND HEARING PROCEDURE**

No member of this bargaining unit shall be dismissed except for cause following necessary hearing procedures. These procedures and definitions are those outlined in Northborough's Home Rule Charter, Section 7.10 removal and suspension.

## **ARTICLE XX - RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS**

The union and employees within the bargaining unit both individually and collectively in consideration of the value of this agreement and its terms and conditions and legislation which engendered it, will not authorize, cause, instigate, sanction or condone or take part in any work stoppage, delay, strike, walkout, slowdown, or concerted refusal to perform normal work duties on the part of any employee or group of employees covered by this agreement. Notwithstanding Chapter 1078 of the acts and resolves of 1973, the town may, in addition to filing a petition with the state labor relations commission, petition the court for an injunction and seek any other appropriate legal remedies.

## **ARTICLE XXI - DURATION OF AGREEMENT**

This agreement shall become effective July 1, 2016 through June 30, 2019 and shall remain in force and effect until a new contract is agreed upon, from year to year thereafter unless terminated or modified as hereinafter set forth, provided that any portion hereof which by law requires town meeting action shall not become effective until such action.

## **ARTICLE XXII - TERMINATION OR MODIFICATION**

Should either party desire to modify or terminate the agreement at the end of the period specified above, notice of such modification or termination must be sent to the other party by certified U.S. Mail. In no case may termination or modification notice be sent less than thirty days prior to the termination date herein agreed.

## **ARTICLE XXIII - VALIDITY**

The invalidity of any provisions, whether judicially declared or otherwise, shall not affect the remaining portions of the agreement.

## **ARTICLE XXIV - STABILITY OF AGREEMENT**

No agreement, understanding, alteration or variation of this agreement shall bind the parties hereto unless made in writing and executed by the parties hereto.

The failure of the union or town to insist in any one or more incidents upon performance of any terms or conditions of the agreement shall not be considered as a waiver or relinquishment of the right of the town or of the union to future performances of any

such terms and conditions and the obligations of the union and the Town to such future performance shall continue.

## **ARTICLE XXV - UNION PARTICIPATION BY DISPATCHERS**

The Town agrees to allow one union official to attend union-sponsored activities for a period of three days in the aggregate. The president or secretary/treasurer of the local that represents the Northborough Police Dispatchers Association at a union-sponsored activity shall be granted time off from his regularly scheduled tour of duty with full pay to attend the activity.

#### **ARTICLE XXVI - HEALTH INCENTIVE**

A health incentive program will be offered to all dispatchers and become a mandatory condition of employment for all dispatchers hired after 07-01-90.

The test to be administered annually will be the same fitness test components, which apply to patrolmen and sergeants of the Northborough Police Department.

An annual stipend of \$400.00 will be paid to dispatchers successfully passing all components of the test. Failing to pass any one component will disqualify the employee for the stipend. There will be a maximum of seven components to the fitness test procedure. Any changes to existing test components or the standards, which define a passing effort, are subject to negotiation.

#### **ARTICLE XXVII - RANDOM DRUG TESTING (RADIOIMMUNOASSAY-RIA HAIR)**

The town and dispatchers have agreed to implement a random drug-testing program.

#### **ARTICLE XXVIII - NO SMOKING**

No smoking as a condition of employment for all new hires as of 07-01-90.

#### **ARTICLE XXIX - PROBATIONARY PERIOD**

The probationary period for employees shall be twelve (12) months.

#### **ARTICLE XXX - ROLL CALL COVERAGE**

Dispatchers may be required at the Police Chief's sole discretion to provide coverage for the oncoming dispatchers to attend roll call with the oncoming shift. This coverage shall be provided as a continuation of their shift and paid at the overtime rate. Coverage may also be provided through alternative personnel at the Police Chief's sole discretion.

#### **ARTICLE XXXI - EDUCATIONAL INCENTIVE PROGRAM**

Employees wishing to earn credits from an accredited educational institution towards a degree program or certification, or for a course or coursework related to their employment with the Town, shall be eligible for consideration of tuition reimbursement subject to the following requirements:

1. Requests shall be made in writing to the Police Chief and Town Administrator prior to enrolling in courses providing a description of the course of study and its relationship to Town employment. Approval by the Town Administrator is required in advance of enrolling in courses.
2. Once approval is received, completion of the course with a grade of "B" or better (or 3 or better on a scale of 1-4 with 4 being the highest grade).
3. The Town will reimburse 50% of the tuition at a maximum of \$150 per course.
4. Program is limited to one (1) course per semester.
5. Employees who voluntarily resign from Town employment within three years of receiving reimbursement shall be required to pay the Town for payments received.

#### **ARTICLE XXXII - JOB DESCRIPTIONS**


Effective 7/1/2004, the Town implemented new Job Descriptions for positions. The impact of that implementation had been negotiated as part of the negotiations for that contract.



IN WITNESS THEREOF, the parties hereunto set their hands and seals this 15<sup>th</sup> day of August, 2016.


MASSACHUSETTS COALITION OF POLICE AFL-CIO, LOCAL 165B:


  
\_\_\_\_\_  
Christopher Cherry


  
\_\_\_\_\_  
Chris Carleton

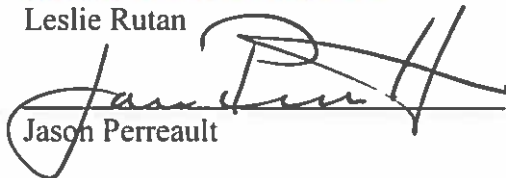
FOR THE TOWN OF NORTHBOROUGH:

  
\_\_\_\_\_  
William Pantazis

  
\_\_\_\_\_  
Dawn Rand

  
\_\_\_\_\_  
Jeff Amberson

  
\_\_\_\_\_  
Leslie Rutan

  
\_\_\_\_\_  
Jason Perreault

